

Bill To:

State of Idaho

Send invoices to the address
listedbelow or as indicated in the
comments or instructions field

Boise, ID 83720-0075



State of Idaho

Statewide Blanket Purchase Order

Statewide Blanket Purchase
Order
SBPO1253THIS NUMBER MUST APPEAR
ON ALL DOCUMENTS**DELIVER** State of Idaho Various Agencies**TO:** Various State Agencies
located throughout Idaho

Various, ID 83701

elaine.ricketts@adm.idaho.gov

Date: Wed Oct 11, 2006

F.O.B: Destination

Terms:

VENDOR:

AT&T CORPORATION

121 SW Morrison Room 300

Portland, OR 97204

Attn: Client Business Manager State of Idaho

Vendor Nbr:

Emailed To: jlogreco@att.com

Phone: 503 229-3449

Fax: 503 229-3449

Account Number: P00000067909

Start of Service Sun Oct 01, 2006
DateEnd of Service Wed Sep 30, 2009
Date:[RFP01861](#)From:
RFQ#: [FORMULTIPLEAWD](#)
DOC#: [SBPO1250](#)
PREQ11703**File(s) Attached:**☐ SBPO1253contractmodifications.pdfBuyer: [GREGORY LINDSTROM](#) 208-332-1609

Assign/Manage pCard

Item No	Description	Quantity UOM	Unit Price	EXTENSION
000	BLANKET PURCHASE AGREEMENT (line item particulars follow)	1 lot		1003050.00
	Total:			1003050.00
Blanket Comments:	<p>.....NOTICE OF STATEWIDE CONTRACT (SBPO) AWARD</p> <p>Contract for Video & Audio Conferencing Services for the benefit of State of Idaho Agencies, institutions, and departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327. The Division of Purchasing or the requisitioning agency will issue individual releases (delivery or purchase orders) against this Contract on an as needed basis for a period of three (3) years commencing October 1, 2006 and ending September 30 2009, with the option to renew for two (2) additional one (1) year periods.</p> <p>Contract Title:.....AT&T Corporation Contract Usage Type:.....Mandatory Use Public Agency Clause:Yes Contract Administration:.... Gregory Lindstrom ---Phone Number:.....208-322-1609 ---E-Mail:.....gregory.lindstrom@adm.idaho.gov</p>			

Contractor's Primary Contact ---Attn:.....John F. LoGreco II ---Address:.....121 SW Morrison Room 300 ---City, State, Zip:.....Portland, OR 97204 Phone Number:.....503-229-3449 Fax Number:.....503-229-3449 E-Mail:.....jlogreco@att.com CONTRACTOR: Ship to the FOB DESTINATION point and BILL DIRECTLY to the ORDERING AGENCY. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.				
Item No	Description	Quantity UOM	Unit Price	EXTENSION
001	Video & Audio Conferencing Services (725-84) (nt)	3 YR	334350.00	1003050.00
General Comments:	THIS CONTRACT, (including any files attached), CONSTITUTES THE STATE OF IDAHO'S ACCEPTANCE OF YOUR SIGNED BID, QUOTATION, OR OFFER (including any electronic bid submission), WHICH SUBMISSION IS INCORPORATED HEREIN BY REFERENCE AS THOUGH SET FORTH IN FULL. In the event of any inconsistency, unless otherwise provided herein, such inconsistency shall be resolved by giving precedence in the following order: 1. This Statewide Blanket Purchase Order document. 2. The State of Idaho's original solicitation document (as modified per the attached document). 3. The Contractor's signed bid, quotation, or offer. INVOICES MUST BE SENT TO THE IDAHO ORDERING AGENCY.			
Instructions:				
Freight / Handling Included in Price				
		By: GREGORY D. LINDSTROM		

SBPO1253, Statewide Switched Telecommunications Contract Modifications.

The contract modifications below are made part of SBPO1253, Statewide Switched Telecommunications Services And This Resulting Agreement Between The State Of Idaho And AT&T.

I. Limitation of Liability

AT&T's entire liability and the State's exclusive remedies for any damages caused by any service defect or failure, or for other claims for damages caused by AT&T in connection with any service or obligations under this agreement shall be limited to the state's proven direct damages not to exceed in the aggregate over the term of the agreement, the greater of one million dollars or the actual amounts paid by the State to AT&T during the term.

II. State's Terms and Conditions, Clause 17. INSTALLATION AND ACCEPTANCE, is hereby modified and replaced in it's entirety with the following:

If the State utilizes Contractor's services, Contractor will bill the State in accordance with Contractor's standard billing practices and the State will be obligated to pay Contractor in accordance with the payment terms set forth in the Agreement. For purposes of clarity, if AT&T installs a new endpoint as part of the Services, test and acceptance of the new endpoint will occur in accordance with the applicable Service Guide provisions before billing begins for such Services. In the event that AT&T provides teleconferencing Services, Contractor will bill State in accordance with its standard billing practices.

III. State's Terms and Conditions, Clause 20. ASSIGNMENTS, is hereby modified and replaced in it's entirety with the following:

Contractor reserves the right to assign or otherwise transfer this contract, in whole or in part, to its parent or any other controlled subsidiary or affiliate thereof.

IV. Clause 4. SPECIAL TERMS AND CONDITIONS of RFP01758; Statewide Switched Telecommunications Services, and its paragraph, is hereby modified as follows:

"These Special Terms and Conditions are in addition to those found in the sicomnet solicitation document, State of Idaho Standard Terms and Conditions, State of Idaho Solicitation Instructions To Vendors, and State of Idaho Special Terms and Conditions For Customized Software And Related Services (if applicable), and particular to this purchase. Where conflict occurs, these Special Terms and Conditions shall take precedence."

There is no customized software and related services associated with this contract.

V. SURCHARGES

The following modification to the Agreement regarding surcharges is made:

Regardless of any stabilization of rates or charges that may appear in this Attachment or in a Pricing Schedule, AT&T reserves the right to increase charges as a result of expenses incurred by AT&T relating to regulatory assessments stemming from an order, rule or regulation of the Federal Communications Commission or other regulatory authority or court having competent jurisdiction (including but not limited to payphone, PICC and USF related expenses and E911 and deaf relay charges or (ii) in the case of local exchange Services and voice over Internet protocol applications and Services, the price or availability of network elements used in the provision of the Services, amounts other carriers are required to pay to AT&T or the amount AT&T is required to pay to other carriers in connection with the provision of the Services to Customer under an applicable Pricing Schedule.

VI. DISCLAIMER OF WARRANTIES

AT&T warrants that it will provide the services in a workmanlike manner. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state (or jurisdiction to jurisdiction). Except as specifically set forth in this agreement, bidder makes no warranties, express or implied, as to any contractor services, software or documentation. Bidder specifically disclaims any and all implied warranties, including without limitation any implied warranties of merchantability, fitness for a particular purpose, title, non-infringement of third-party rights, or any warranties arising from a course of dealing, usage or trade practice.

Subject to the terms and conditions of this Agreement and in consideration of the payments described in or referenced in each Attachment or Pricing Schedule, AT&T shall provide and maintain for Customer and as specifically set forth in *Section 8.6 – Billing Support and Maintenance* of the RFP Response by AT&T or Service Guide in accordance with the applicable Performance Specifications. AT&T shall be responsible for the performance of all of its obligations under this Agreement, including those that it performs through subcontractors. "Performance Specifications" means the performance requirements set forth in or referenced in an Attachment or Pricing Schedule for a Service or the applicable AT&T Service Guide or Tariff, as applicable.

VII. SERVICE GUIDE

This Agreement incorporates by reference applicable portions of the AT&T Business Service Guide, as revised by AT&T from time to time, relating to Services offered under this Attachment (if there is no Applicable Tariff). The Service Guide is located at <http://www.serviceguide.att.com/ABS/ext> or <http://www.att.com/abs/serviceguide> or such other AT&T designated location. In the event of any inconsistency between the State's terms and conditions, as amended by any negotiated provisions, and the AT&T Business Service Guide, the

State's terms and conditions, as amended, shall prevail. The AT&T account team will make commercially reasonable efforts to notify the State in the event of any material and adverse changes to the Service Guide that AT&T reasonably believes will directly impact the State's use of the Services.

AT&T may amend an applicable Service Guide from time to time consistent with this Agreement, provided, however, that if AT&T revises an applicable Service Guide in a manner that is material and adverse to Customer and AT&T does not effect revisions that remedy such adverse and material effect within thirty (30) days after receipt of written notice from Customer, then Customer may, as its sole remedy, elect to terminate the affected Service Components on thirty (30) days' written notice, given not later than ninety (90) days after Customer first learns of the revision to the applicable Service Guide. However, a revision to a Service Guide shall not be considered material and adverse to Customer if: (i) it affects only Services or Service Components not in substantial use by Customer at the time of the revision; or (ii) it changes rates or charges that are not fixed (stabilized) in the Agreement.

IN WITNESS WHEREOF, this Modification to the AGREEMENT is made and entered as of the day and year first above written.

Idaho Division of Purchasing


Mark Little
State Purchasing Manager

10/11/06
Date

AT & T



Signature

CLEVE PLATTER

Printed Name

SALES VICE PRESIDENT

Title

10/9/06

Date